

**REAL PROPERTY LEASE FOR SITE OF UINTA SENIOR CITIZENS, INC.  
PUBLIC TRANSPORTATION STORAGE AND REPAIR FACILITY**

**I. PARTIES:**

This real property lease agreement entered into this\_\_\_\_day of\_\_\_\_\_, 200\_\_ by and between UINTA COUNTY, WYOMING, a body politic, having its principal place of business located at 225 Ninth Street, Evanston, Uinta County, Wyoming, hereinafter referred to as "Lessor" and UINTA SENIOR CITIZENS, INC., a nonprofit corporation, with its principal place of business located at 949 Center Street, Evanston, Uinta County, Wyoming, hereinafter referred to as "Lessee."

Whereas, Lessee desires to lease the property for purposes of operating a transportation storage and repair facility (transportation facility); and

Whereas, Lessor is the owner of real property described below, under Article II, and desires to lease; and

Whereas, the parties desire to enter into an agreement defining their respective rights and duties as set forth herein.

**II. PREMISES:**

(A) Lessor, for and in consideration of the terms, conditions, covenants and agreements herein contained, agrees to lease the following legally described real property situated in the City of Evanston, County of Uinta, State of Wyoming, to Lessee:

Lots 1 and 2 and the eastern fifteen feet of Lot 3 of Block 5 of the Beckwith 1<sup>st</sup> Addition, Evanston, Uinta County, Wyoming, including structures to be constructed as described herein.

(B) Lessor will construct a transportation facility to be used by Lessee in furtherance of senior citizens public transportation purposes. Any additional future construction activity of Lessee at the lease site must be pre-approved by Uinta County, Wyoming.

(C) Lessor shall ensure that construction project payment and performance bonds exist for any construction project engaged in with respect to the leased premises legally described herein. Lessor shall be solely responsible for defending, removing and satisfying any lien asserted against the leased premises arising out of mutual construction activity, occupation or use of leased premises.

- (D) Lessor shall ensure, with respect to any construction activity that occurs, that any required prevailing wages for the construction project are paid as required by law.
- (E) Once constructed, and during the term of the lease and any removal thereof, the transportation facility on Lessor's land, all improvements so constructed or installed, including buildings, shall become the property of Lessor.
- (F) Any fixture permanently affixed to either the land or building, as of the date the lease terminates or expires, so that it is not easily removable without damaging or impairing the property it is attached to, shall become the property of Lessor unless Lessor otherwise indicates in writing. Articles or items of personal property attached to the property that are easily detachable or removable without damaging or impairing Lessee's use of the property or the property the article or item is attached to, shall be the property of Lessee and may be removed by Lessee.
- (G) Lessee shall be entitled to the possession and daily control of the above-mentioned buildings and joint oversight of the transportation facility improvements for Ten Dollars (\$10.00) per year for a term of twenty-five (25) years until the \_\_\_\_\_ day of \_\_\_\_\_, 2029; as long as the property is used by Lessee as a transportation facility and Lessee complies with the conditions and provisions of this lease agreed to by the parties as provided herein.
- (H) This lease shall be subject to public utility or other easements of record that may exist on the real property.
- (I) Any building or improvements constructed or installed by Lessor or Lessee for public transportation purposes on the leased land shall be in compliance with the Federal Americans with Disabilities Act.
- (J) Lessee shall be responsible for the payment of any and all utility costs arising out of Lessee's occupation or use of the transportation facility.
- (K) Lessee shall be responsible for the daily administration, management, control and operation of the transportation facility during the lease period(s), subject to oversight by Lessor.
- (L) If Lessor decides to relocate its transportation facility site during the useful life of the building, Lessor shall be responsible for the pro rata repayment of any original construction monies to the United States Government.
- (M) If Lessor terminates or interferes with Lessee's ability to use the leased property in perpetuity so that Lessor may use the land for other purposes, Lessor agrees to pay any remaining pro rata repayment monies that would be owed to the United States Government arising out of federal monies being used to pay for the original construction of the transportation facility.

- (N) Neither party shall interfere with transportation facility operations at any time during the lease. Lessor shall maintain satisfactory continuing control of all federally funded facilities.
- (O) Lessee will report to Lessor, Uinta County, Wyoming, operating data quarterly. Additional assessment and evaluation of the transportation facility will be made annually in a report to the Lessor, Uinta County, Wyoming.
- (P) Lessee, represented by Uinta Senior Citizens, Inc., and Lessor, represented by Uinta County Commission, shall meet at least quarterly, unless Lessor and Lessee agree otherwise, to discuss all activities pertinent to the facility site. The committee chair shall rotate each quarter between a Lessee and Lessor member. The committee tasks shall also include development and submission of specific proposals regarding site and related activities; and discussion of all site activities.

### **III. ALTERATIONS & REPAIRS**

Neither party may materially alter the leased premise without the other party's express prior written consent.

### **IV. TERM AND RESERVATION OF LESSOR'S RIGHT TO TERMINATE**

- (A) Lessee shall have the right to daily control, management and administration of the leased premises for transportation facility purposes subject to oversight by Lessor for a term of twenty-five (25) years, with the first right to renew the lease for another twenty-five (25) year term for the transportation facility purposes at the lease rate of the equivalent of Ten dollars (\$10.00) per year based on a reliable governmental or other nonpartisan publication evaluating the purchasing power of money, in writing executed by both parties. Lessee must provide notice of its interest and desire to renew this lease at least two hundred forty (240) days in advance of the expiration of this lease. Lessor and Lessee may agree to revisions to the lease at the time of renewal. Lessor and Lessee may agree to revisions of the lease at anytime during the lease.
- (B) All Federally funded improvements made on this leased property shall remain in ownership of Lessor during the term of the lease and at expiration or abandonment. Lessee shall be responsible for obtaining property, casualty or liability insurance for any building or improvement and shall identify Lessor as an additional insured on any property insurance policy and if the premises, building or improvement are rendered untenable by fire or other casualty, Lessee shall immediately take action to ensure the safety of the site and within thirty (30) days present to Lessor a plan for repairing, rehabilitating or removing any unsafe or untenable condition. Proof of insurance coverage shall be provided to Lessor prior to occupancy by Lessee, and insurance coverage shall remain in effect throughout the term of the lease.

(C) Lessee agrees that the insurance proceeds from any insured loss with respect to any portion of the premises, including but not limited to any construction thereof, will be used to restore, rebuild, or clear the land unless otherwise indicated in writing by Lessor.

(D) Lessee shall acquire and maintain for the term of the lease, including any renewal, liability insurance for personal injury including death, as well as third party property damage, in the amount of Two Hundred Fifty Thousand and no 0/100 Dollars (\$250,000.00) for each occurrence with Five Hundred Thousand and no 0/100 Dollars (\$500,000.00) umbrella coverage, and shall name Lessor as additional insured on the policy. Lessor will acquire and maintain comparable insurance through Uinta County, Wyoming, self-insurance fund, treating Lessee as an additional named insured. Coverage amounts shall be renegotiated at least every three (3) years during the lease term, including any renewals thereof. Lessor shall, at all times during the term of this lease and at Lessor's sole expense, keep all improvements which are now or hereafter a part of the premises insured against loss or damage by fire for one hundred percent (100%) of the full replacement value of such improvements, with loss payable to Lessor and Lessee as their interests may appear. Any loss adjustment shall require the written consent of both Lessor and Lessee.

**V. MAINTENANCE OF PREMISES:**

- (A) Lessee agrees that it will keep the transportation facility in good repair and in a safe and healthy condition for public use of the property during the term of the lease and upon abandonment or termination of this lease will yield up the premises to Lessor in good condition and repair, ordinary wear excepted.
- (B) Lessee acknowledges Lessor's right to impose user fees for the purpose of site maintenance. Terms and conditions will be mutually agreeable to Lessor and Lessee.

**VI. SIGNS AND ADVERTISING:**

Lessee signs are to be in conformity with City of Evanston and Uinta County sign regulations. Lessor and Lessee will jointly be responsible for all informational signage, directing the public as to facilities and usage. Lessor and Lessee will jointly determine the development of any commercial advertising that directly supports or benefits the facility or service provided. Any revenues derived from such advertising shall be spent on maintaining and improving the leased premises and activities related to the purpose of this lease as determined by the committee described in Paragraph II (P) above.

**VII. SUBLETTING OR ASSIGNMENT OF LEASE:**

- (A) Parties shall neither sublet nor assign any of their respective interest or rights in this lease or the premises to any person, corporation or other entity for retail purposes without the written consent and approval of the other party.



- (B) Parties shall neither sublet nor assign any of their respective interest or rights in this lease or the premises to any person, corporation or other entity for transportation facility purposes without written consent and approval of the other party.

**VIII. COMPLIANCE WITH LAWS, REGULATIONS, AND RESTRICTIONS:**

Lessee and Lessor shall comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal and other agencies, or bodies having any jurisdiction therefor) relating to the use, condition, or occupancy of the leased premises. Lessor and Lessee will comply with provisions of all appropriate federal laws, including Title VI and Title VII of the Civil Rights Act of 1964. Parties agree that the hiring of persons to perform work will be made on the basis of merit and qualifications without discrimination on the basis of race, religion, sex, age, creed, marital status, political belief, physical or developmental disabilities, or national origin. Lessee shall indemnify and save and hold Lessor harmless from Lessee's violation of any laws and ordinances. Lessee will operate a drug-free workplace.

**IX. LESSEE TO INDEMNIFY, HOLD HARMLESS AND DEFEND LESSOR.**

Lessee agrees to indemnify, hold harmless and defend Lessor against any and all actions, liabilities, judgments, costs, damages and expenses which may arise out of Lessee's use of the premises or which may accrue against, be charged to or recovered from Lessor by reason or on account of damage to the leased premises or operations conducted at the leased premises including acts of Lessee's agents, contractors and subcontractors. Any final judgments rendered against Lessor resulting from any cause for which Lessee is liable with respect to the leased premises, shall be conclusive against Lessee as to Lessee liability and amount. All property of Lessee stored on the leased premises shall be so kept or stored at the risk Lessee, and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carrier.

**X. ASSESSMENTS:**

Lessee and Lessor shall be each responsible for paying one-half of any special improvement district street lighting, sidewalk or other special assessment assessed during the lease period.

**XI. LEASE PROVISIONS BINDING ON SUCCESSORS IN INTEREST:**

Lessor and Lessee agree that the provisions and covenants of this lease shall be binding upon, apply and inure to any successors in interest or assigns of the respective parties to the extent assigns are authorized in Paragraph VII (A) above.

**XI. TERMINATION OF LEASE PURSUANT TO LESSEE'S DEFAULT OR ABANDONMENT:**

- (A) If Lessee ceases using the leased premises as a transportation facility, Lessor may deem Lessee's abandonment as Lessee's termination of this lease.
- (B) If either party otherwise desires to terminate this lease, the terminating party may do so by giving one hundred and twenty (120) days written notice to the other party.
- (C) In the event of any breach of any provision, term, covenant or condition contained in this lease by Lessee, Lessor shall give written notice to Lessee by certified or registered mail in the event of a breach. Should Lessee fail to correct the breach within thirty (30) days of the date of the notice, Lessor reserves the right to terminate this lease. Failure or neglect of Lessor to act upon any breach of one or more provisions, terms, covenants or conditions contained herein shall not constitute or be construed as a waiver of any subsequent breach of any kind by Lessee and Lessor reserves the right that it may act on any breach that occurs. Lessor may also terminate the lease if Lessor determines that there is a public need to use the premises for another purpose.

Lessor reserves the right to terminate this lease if Lessee is in default with respect to compliance with the provisions of this lease or Lessee abandons or voluntarily terminates its use of the premises or lease rights.

Whenever it is necessary for a party to provide notice to the other party, notices to the respective parties shall be mailed or personally delivered to the other party as follows:

LESSOR: Uinta County Commissioners  
225 Ninth Street  
Evanston, WY 82930

LESSEE: Uinta County Senior Citizens, Inc.  
P. O. Box 728  
Evanston, WY 82931-0728

#### **XV. SEVERABILITY;**

It is Lessor and Lessee's intent that if for any reason a final court ruling invalidates any provision, covenant, term or condition of this lease, all remaining provisions, covenants, terms or conditions shall remain in full force and effect.

LESSOR:

LESSEE:

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Leonard Hysell, Chairman  
Uinta County Commissioner

Millie D. Larsen, Director  
Uinta Senior Citizens, Inc.

ATTEST:

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